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June 30, 2023

Via Electronic Mail

Mr. Kenneth Talton
Enforcement Officer
Superfund Enforcement Assessment Section (6SF-TE)
U.S. EPA, Region 6
1445 Ross Ave.
Dallas, TX 75202-2733

Mr. Edwin Quinones
Attorney
Office of Regional Counsel (6RC-S)
U.S. EPA, Region 6
1445 Ross Ave.
Dallas, TX 75202-2733

Mr. Christopher Witwer
Trial Attorney
Environmental Enforcement Section
Environment and Natural Resources Division
U.S. Department of Justice
P.O. Box 7611
Washington, DC 20044-7611

Re: PRP Group's Response to Terminix's June 9, 2023 Letter Concerning Liability at Star Lake Canal Superfund Site in Jefferson County, Texas (the "Site")

Dear Messrs. Talton, Quinones and Witwer:

As you know, this firm represents the Star Lake Canal Cooperating Parties Group (the "Group") in connection with the above-referenced Site. The U.S. Environmental Protection Agency ("EPA") designated Riverside Chemical Company ("Riverside") as a potentially responsible party ("PRP") at the Site in a Special Notice Letter, dated December 17, 2002, and subsequently designated ServiceMaster Global Holdings, Inc., Terminix Global Holdings, Inc., The Terminix Company, LLC, The ServiceMaster Company, LLC, and the Terminix International Company Limited Partnership (collectively, "Terminix") as PRPs in a Special Notice Letter, dated

February 2, 2023. We are writing regarding Terminix's June 9, 2023 Letter to Mr. Quinones, in which Terminix dismissed EPA's findings and declined to respond to the demand EPA set forth in its Special Notice Letter and also declined to join the Group (the "June 9 Letter").

Terminix represents in the June 9 Letter that the primary basis for Terminix declining to even respond to EPA's demand and the Group's offer is a lack of information concerning certain documents, in particular documents pertaining to the 1977 transaction wherein Terra Chemicals International, Inc. ("Terra") purchased assets from Riverside and the 1978 transaction wherein Chemall, Inc. ("Chemall") purchased the subject facility located at the Site from Riverside. While the Group can appreciate a desire to obtain possibly relevant documents, the documents and evidence the Group has obtained so far and already made available to Terminix render those additional documents unnecessary and expose Terminix's theory as meritless. The facts set forth below erase any excuse Terminix may have relied upon in its failure to respond to EPA's demand. Accordingly, EPA should pursue Terminix as a recalcitrant PRP.

Terminix's claim that it needs to obtain tangentially related documents stems from its hope that the agreements might demonstrate that Terra or Chemall acquired the Riverside business itself (and its liabilities) and not just some of Riverside's facilities and assets. At best, this is wishful thinking on Terminix's part, but in light of the facts already in the record, it is nothing more than a red herring issue designed to distract EPA and the Group from the fact that the already available information makes clear that neither Terra or Chemall nor any other party acquired the Riverside business before it filed for dissolution in 1987 (after it had been acquired by Terminix in 1986).

The existing record soundly disproves Terminix's theory. For background, we know that a 1978 Moody's Industrial Manual report for Cook Industries, Inc. indicated that Riverside operated 90 facilities as of 1978, and Terra only acquired 45 Riverside facilities in 1977. This alone renders Terminix's theory essentially impossible. *See Attachment A*. Since Terra did not acquire all of Riverside's facilities in 1977, and when Chemall acquired the subject facility at the Site from Riverside in 1978, Riverside continued in existence for several more years. From these facts alone, Terminix's theory is simply not credible.

Digging deeper, as part of the sale of the subject facility in 1978 (the year after Terminix hopes that Terra might have acquired all of Riverside's business), Chemall executed a \$1M promissory note payable to Riverside which was secured by a lien on the facility's equipment. Riverside later conveyed its interest in that promissory note to its "parent corporation" Cook in 1980. *See Attachment B*. This note, lien, and conveyance also undermine any argument that Chemall was acquiring the Riverside business itself (or that it had already been sold to Terra).

Another document, fatal to Terminix's theory, is a letter from Riverside, described therein as a "Subsidiary of Cook Industries, Inc." and dated February 20, 1978, wherein Riverside states to EPA that even though title to the subject facility had transferred to Chemall, "under the terms of the sale agreement, certain remedial work will be carried out by Chemall at Riverside's expense...and contemplated Riverside efforts will bring the plant into compliance..." *See Attachment C* (emphasis added). This fact conclusively renders Terminix's theory invalid. Terminix cannot maintain a theory that Riverside's business had perhaps been assumed in full by

Terra or Chemall in light of this statement Riverside made to EPA in 1978 that after those transactions, Chemall would perform work on behalf of Riverside (at Riverside's separate expense). Clearly they were not one in the same. Riverside continued to exist (and be financially responsible for liabilities at the facility beyond the date of the sale).

Additionally, in 1979, rather than simply dissolving the company after it sold facilities to Terra and Chemall, Frank A. Jones, Jr., the President of Riverside (who was also President of Cook) filed an amendment to Riverside's Certificate of Incorporation, changing its name to RCC, Inc. and it continued in existence as RCC, Inc. for several more years. *See Attachments D & E.*

Furthermore, Riverside (then known as RCC, Inc.) also continued to file its annual franchise tax reports in the State of Delaware up until the 1986 agreement between Old Terminix and ServiceMaster Industries Inc. (the "ServiceMaster Agreement"), listing itself with the same address as Cook. *See Attachment F.* If Terra or Chemall had actually acquired the Riverside business and its liabilities, Cook would not have continued operating Riverside as a subsidiary for 9-10 years after those transactions. Conversely, Riverside did eventually file for dissolution, but only after the ServiceMaster Agreement. *See Attachment E.*

In addition, it is not a coincidence that (despite Terminix's theory that Riverside might have been acquired by Terra or Chemall in 1977 or 1978) Riverside's corporate officers became: Chairman & Chief Executive Officer, Senior Executive Vice President & Chief Financial Officer and President & Chief Operating Officer of Terminix in 1986. *See Attachment F & G.* This further undermines the possibility of Terminix's theory that the Riverside business was spun off and not acquired by Terminix.

Moreover, a critical fact that Terminix overlooks, as set forth in the Group's previous correspondence, even if Riverside had sold most of its assets to Terra or Chemall (or other companies), Cook would have already incurred Riverside's CERCLA liability related to the subject facility for the years pre-dating the 1978 Chemall agreement, and those liabilities would have been assumed by Terminix under the ServiceMaster Agreement, either expressly under the terms of the ServiceMaster Agreement or based on *de facto* merger principles. Accordingly, Terminix would still be responsible for Riverside's liability for the Site prior to the Chemall sale.

In light of the foregoing, Terminix should be held accountable to respond to EPA's Special Notice Letter and demand, and Terminix should not be allowed to escape its liability at the Site. Should you have any questions regarding the information contained herein, I will be happy to discuss this in further detail.

Sincerely,



N. Tobias Smith

cc: William Jackson
Star Lake Canal Cooperating Parties Group

EXHIBIT ‘A’

1978
VOL. 1
A-I

**COVERING NEW YORK,
AMERICAN & REGIONAL
STOCK EXCHANGES &
INTERNATIONAL COMPANIES**

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MOODY'S INVESTORS SERVICE, INC.

99 CHURCH STREET, NEW YORK, NY 10007 (212) 553-0300

SEE FOLLOWING PAGE FOR COMPLETE LIST OF OFFICES

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Dividend Record (In \$)

(\$100 par shares)			
1903-06	10.00	1907	10.50
1908	13.00	1909	19.00
1910	24.00	1911	29.00
1912	15.50	1913	15.00
1914	11.50	1915-17	12.00
1918	10.00	1919	12.00
1920-21	11.00	1922-23	12.00
1924	14.00	1925-28	12.00
1929	11.00		

(\$25 par shares)			
1929	0.75	1930	3.50
1931-41	3.25	1942	2.80
1943-44	2.40	1945-48	2.00
1949	2.75	1950	3.00
1951	2.55	1952	2.50
1953-55	2.40	1956	2.80
1957	2.90	1958-59	3.00
1960	3.20	1961	3.15
1962	1.75		

(\$8.33 1/4 par shares)			
1962	0.50	1963-64	1.15
1965	1.25	1966	1.30
1967	1.50	1968	1.65
1969	1.80	1970	1.87 1/2
1971-72	1.90	1973	1.92 1/2
1974-75	2.00	1976	2.25
1977	1.10		

(\$4.16 2/3 par shares)			
1977	0.00	1978	1.00

Plus 36 1/2% each in common stock of George W. Helme and Weyman-Bruton companies. (2) Plus 1/10 share of American Tobacco Co. preferred (total, \$1,100,000) and 1/2 share of American Cigar Co. preferred (\$500,000), June 30, 1913. (3) On Oct. 1, 1914 there was distributed proportionately among common stockholders: \$344,000 Liggett & Myers Tobacco Co. 7% preferred stock and \$242,500 P. Lorillard Co. 7% preferred stock. Distribution amounted to 0.03127 3/4 share of Liggett & Myers Tobacco Co. stock and 0.02204 5/11 share of P. Lorillard Co. stock for each share of American Snuff Co. (4) To July 1.

Dividends payable quarterly Jan. 2, etc., to stock of record about Dec. 5, etc.

DIVIDEND LIMITATION—None.

VOTING RIGHTS—One vote per share.

PREEMPTIVE RIGHTS—None.

TRANSFER, REGISTRAR AND DIVIDEND DISBURSING AGENT—Morgan Guaranty Trust Co., New York.

LISTED—On NYSE (Symbol: CWD).

PRICE RANGE—1977 1976 1975 1974 1973

High 22 1/2 35 1/2 29 1/2 28 32

Low 18 1/2 26 1/2 19 1/2 19 1/2 22 1/2

(1) After 2-for-1 split; before, 4 1/4-33 1/4.

COOK INDUSTRIES, INC.

History: Inc. in Delaware Dec. 3, 1968.

On Mar. 17, 1969, E.L. Bruce & Co. (Inc.) was merged into Cook & Co., Inc. (incorporated in Tennessee Feb. 4, 1950) which was then merged into Company. Common shares of E.L. Bruce were exchanged for common shares of Company on a share-for-share basis. Each common share of Cook & Co., Inc. was exchanged for 77.8849 shares Company common.

On June 24, 1969, acquired Delk Pest Control for \$1,960,000.

In Dec. 1969 acquired Riverside Industries, a group of 38 Cos. based in Marks, Miss., for \$5,700,000. Co. acquired some of the Cos. in exchange for 188,418 Co. com. shs., and others for a combination of cash, long-term notes, and subord. debts, convertible into 67,857 Co. com. shs. at one sh. for \$14 of notes or debts.

Included in acquisition were 2 cottonseed-crushing and processing plants, a vegetable-oil refinery, a number of cotton gins and grain elevators, various feed and fertilizer-mixing plants, chemical plants and distribution centers for Riverside products and farm supplies. Co. said these operations are in more than 25 cities and towns in Miss., Ark., Tenn. and Ala.

In Dec. 1970, Co. announced agreements had been reached to combine its insurance division operations with the acquisition of Treadwell & Harry, Insurance Agency, and its affiliates, Desoto Underwriters, Inc., and Underwriters Service Agency, for an undisclosed cash sum.

In Aug. 1974, Terminix International, Inc., subsidiary, acquired Ritt Consolidated Pest Control of Philadelphia, Pa.

In Sept. 1974, Riverside Chemical Co., subsidiary, acquired Daly-Herring Co., Kingston, N.C.

In Feb. 1975, acquired World Food Systems, Inc., Washington, D.C., from Agri-business Council, Inc., a consortium of agri-business companies, for "a nominal amount." It will be operated as a wholly-owned subsidiary.

During year ended May 31, 1976 acquired one termite and pest control business, one agricultural chemical business and one inland grain handling and storage business for \$2,616,000.

Business: Engaged in the business of processing oilseed and refining crude vegetable oils; distributes pesticides, fertilizers, seeds, feeds and pesticides application equipment; manufactures and sells building products; operates a termite and pest control service; and engages in the insurance agency-brokerage business.

Property: Offices are located in Memphis, Tennessee, and consist of approximately 117,000 square feet of space.

Co.'s soybean processing operations are located in Marks, Miss., with an approximate annual capacity of 16,000,000 bushels.

Co.'s cottonseed processing operations are located in Pine Bluff, Ark. and Marks and Tupelo, Miss., having approx. annual capacities

of 70,000 tons, 60,000 tons and 25,000 tons, respectively.

Co.'s oilseed refinery is located at Marks, Mississippi. Refinery has an approximate capacity of 720,000 pounds of refined oil per day.

Riverside carries on its farm operations at 90 centers in Miss., Ark., Ala., Ga., La., Minn., Mo., N.C., Okla., S.C., Tenn. and Tex. Most of these centers house offices, fertilizer or pesticide formulation facilities, raw goods and finished product storage facilities as well as sales facilities for pesticides, fertilizers, seeds and feeds.

All offices of CTH are in leased premises pursuant to leases expiring at various dates through 1989. These offices including the offices which CTH leases from Co., occupy an aggregate of approx. 89,000 sq. ft. Co. owns building in Memphis, Tennessee, with approx. 78,000 sq. ft. of office space of which approx. 47,000 sq. ft. are leased by CTH. Other subsidiaries of Co. are leasing office space in the building on a comparable basis with that of CTH as follows: Terminix—approx. 13,000 sq. ft. and Riverside—approx. 11,000 sq. ft.

Terminix carries on its operations at 97 locations, at 89 of which at least a portion of the land or buildings are leased.

Subsidiaries

Acala Storage Co. (Calif.)
Bayside Warehouse Co. (Tex.)
Cherokee Ltd. (Bahamas)
Cook & Co., Far East Agencies, Inc. (Tenn.)
Cook Chartering (U.K.) Ltd. (England)
Cook Cotton Co., Inc. (N.Y.)
Cook Export Corp. (Del.)
Cook Grain Co., Inc. (Tenn.)
Cook Grain International, Ltd. (Del.)
Cook International (Nederland) N.V. (Netherlands)
Cook Grain Ltd. (Del.)
Cook Grain of Minnesota, Inc. (Minn.)
Cook Grain of North Dakota, Inc. (Del.)
Cook International, S.A. (France)
Cook Investment Properties, Inc. (Del.)
Cook-Treadwell & Harry, Inc. (97.8%) (Tenn.)
Cook Transportation System, Inc. (Del.)
Cook Terminal Co., Inc. (Tex.)
Columbia River Terminal Co. (Del.)
Mid-South Computer Sales, Inc. (Del.)
Factfinder, Inc. (Tenn.)
Fomento Industrial y Comercial, S.A. (Panama)
Helena Port Terminal, Inc. (Ark.)
Major Ned, Inc. (La.)
Maccom, S.A. (Switzerland)
Riverside Chemical Co. (94.5%) (Del.)
St. John Shipping Co., Inc. (La.)
Tradecom, S.A. (Panama)
Trans-America Inversionista, S.A. (Panama)
Terminix International, Inc. (Tenn.)
World Food Systems, Inc. (Del.)

Officers

E.W. Cook, Chmn. & Chief Exec. Off.
F.A. Jones, Jr., President
W.R. Sparks, Senior Exec. Vice-Pres.
J.W. McLeary, Exec. Vice-Pres.—Fin.
W.P. Handwerker, Exec. Vice-Pres.
R.M. Fretz, Senior Vice-Pres.
W.J. Adams, Vice-Pres. & Treas.

Vice-Pres.

C.G. Brunthaver
F.P. Dickerson, Jr.
J.S. Drew
Billy Duck
D.R. Farlow
W.G. Gore
Douglas Kelly, Jr.
H.W. McAden
R.J. Fratesi, Controller
H.B. Ireland, Jr., Secretary

Directors

E.W. Cook
R.A. Arduser
F.M. Crossen
G.H. Dunklin
W.P. Handwerker
J.S. Hunt
F.A. Jones, Jr.
J.W. McLeary
J.D. Murchison
C.R. Parrott
W.R. Sparks
T.L. Treadwell, III.
J.L. Welsh, Jr.

Auditors: Price Waterhouse & Co.

No. of Stockholders: May 31, 1976, 2,087.

No. of Employees: May 31, 1976, 6,000.

Office: 2185 Democrat Rd., Memphis, TN 38116. Tel.: (901) 396-8600.

(2) Consolidated Income Account, years ended May 31 (SEC report—\$000 omitted):

	1976	1975
Net sales	408,830	433,593
Comm. tdg. marg.	73,630	76,964
Oth. income	5,403	9,296
Total	487,863	519,853
Cost of sales, etc.	355,777	372,777
Sell., etc., exp.	83,950	81,785
Interest	29,587	30,564
Income taxes	crs. 976	4,945
Inc. contin. oper.	24,525	29,782
Earn., com. sh.	\$6.57	\$7.22
Loss discount oper.	2,310	7,972
Net income	22,215	21,810
(1) Earn., com. sh.	\$5.95	\$5.29
Yr. end com. shs.	3,728,788	3,724,965

(1) As reported on 3,733,033 (1975), 4,120,539 aver. shs. (2) Incl. several businesses acquired during each yr. from dates of acq.

Consolidated Balance Sheet, as of May 31 (SEC report—\$000 omitted):

Assets:	1976	1975
Cash	18,642	47,170
Margin dep., etc.	39,427	37,594
Receiv., net	185,404	152,758
Inventories	296,756	273,537
Oth. curr. assets	25,219	5,402

Total curr.	565,448	516,461
(1) Net prop., etc.	113,581	84,185
Unconsol. subs., etc.	3,295	3,743
(2) Discount oper.	5,992	5,995
Oth. inv., etc.	20,211	(3) 30,500
Long-tm. rec.	947	583

Total	709,474	641,467
Liabilities:		
Notes, etc., pay.	306,093	304,256
Accts., etc., pay.	157,867	122,964
Income taxes	5,972	8,441

Total curr.	469,932	435,661
Long-tm. debt	86,776	82,718
Oth. liabil.	17,468	8,409
Com. stk. (\$1)	5,838	5,838
Capital surpl.	18,301	18,322
Retain. earn.	130,918	110,197
Stkhd. eq.	155,057	134,357
(4) Reacq. stk.	19,759	19,678
Net stkhld. eq.	135,298	114,679

Total	709,474	641,467
Net curr. assets	95,516	80,800
(1) Depr. & amort.	29,562	27,607
(2) Invest. in and non-curr. advances to discount oper.		
(3) Incl. \$9,492,000 restricted construction funds.		
(4) Shs. at cost: 1976, 2,109,835; 1975, 2,114,000.		

Long-Term Debt: 1. Term Loans: Outstanding May 31, 1976, \$42,757,000 term loans comprising:

(a) \$8,000,000 payable \$400,000 quarterly beginning June 30, 1976 with interest at 12 1/2% of prime.

(b) \$4,583,000 payable approx. \$229,000 quarterly beginning Aug. 19, 1975 with interest at 12 1/2% of prime.

(c) \$22,000,000 1 1/4% to 1 7/8% over prime, due \$800,000 to \$1,400,000 quarterly, balance of \$5,000,000 due July 30, 1980.

(d) \$3,250,000 9 1/2% due \$250,000 annually July 1, 1977-89.

(e) \$4,924,000 other.

Under the most restrictive provisions of these term loan agreements the Company may not make payments in excess of an aggregate of \$2,000,000 per year for acquisitions of its capital stock, cash dividends or other distributions, without the prior consent of the lenders. Additionally, the Company must maintain certain minimum levels of working capital, tangible net worth and meet various other liquidity tests.

2. Other Notes: Outstanding May 31, 1976, \$23,272,000 5%-9 1/4% numerous notes including installment notes arising principally from acquisitions of businesses due through 1981 and secured by property, plant and equipment and other assets with book value of \$19,558,000.

3. Capitalized Lease Obligations: Outstanding May 31, 1976, \$35,285,000 consisting of:

(1) \$17,500,000 9 1/2% bonds issued by Port of Portland due 2004 and subject to mandatory sinking fund redemption from 1985-2004.

(2) \$9,031,000 5% bonds issued by South Louisiana Port Commission due serially through 1992.

(3) \$3,345,000 7 1/2%-8 1/2% bonds issued by the city of Hardy due serially through 1990.

(4) \$5,409,000 other capitalized lease obligations.

Subsequent Financing: In Aug. 1976 Bankers Trust Co. arranged the private placement of \$2,650,000 of secured notes, 1989, for Co. and \$600,000 of secured notes, 1989 for Co.'s Cook Export Corp. unit.

Capital Stock: 1. Cook Industries, Inc. common; par \$1:

Authorized, 6,000,000 shares; outstanding, May 31, 1976, 3,728,788 shs.; in treasury 2,110,000 shs.; reserved for options, 191,203 shares; par \$1.

At Aug. 2, 1976 E.W. Cook owned 967,620 shs. (26.0%) and P.C. Welsh owned 626,940 shs. (16.8%).

\$1 par shares split 3-for-2 Oct. 9, 1974. Has one vote per share; no preemptive rights.

Dividend Paid:

1973 \$0.40 1974 \$0.50

On \$1 par shs. after 3-for-2 split:

1975-76 0.40 1977 Nil

Transfer Agents: Chase Manhattan Bank, N.A., New York; First National Bank, Memphis, Tenn.

Registrars: Bankers Trust Co., New York; Union Planters National Bank, Memphis, Tenn.

Listed: On ASE (Symbol: CKI).

Price Range: 1977 1976 1975 1974 1973
High 17 1/2 25 1/2 21 1/2 14 1/2 31 1/2
Low 6 14 1/2 10 9 1/2 14 1/2

(1) After 3-for-2 split; before, 39 1/4-11 1/2.

COOK PAINT & VARNISH CO.

History: Incorporated in Delaware May 27, 1927 to acquire all assets and property of

Cook Paint & Varnish Co., incorporated in Missouri, May 31, 1919.

In Sept. 1962, acquired Wallace Mfg. Co., Kansas City for cash (sold July 31, 1970).

Business: Manufacturers, wholesalers and retailers of paints, varnishes, enamels, lacquers, synthetic resins, putty, paint brushes, tools, calcimines, polishing material, lead, oil, plate and window glass, wall paper, floor coverings, synthetic marble, etc.

Properties: Company owns and operates 6 large manufacturing plants, 9 distributing warehouses and stores and operates 127 wholesale and retail branch stores.

Plant located as follows:

N. Kansas City, Mo. Houston, Tex.
Milpitas, Cal. Stanley, Kan. (2)
Detroit, Mich. Miami, Fla.

Retail stores located as follows:

Ark. Colo.
Iowa Kan.
Minn. Mo.
S.D. Tex.
Ga. Ill.
La. Mich.
Nebr. Okla.
Wis.

Officers

J.S. Ayres, President & Chief Exec. Off.
H.B. Fisher, Vice-Pres. & Treas.
R.F. Liepsner, Vice-Pres.
D.P. Curran, Vice-Pres.
M.D. Blackwell, Sec. & Legal Counsel
R.L. Colgan, Asst. Secretary

Directors

J.S. Ayres H.B. Fisher
M.D. Blackwell G.E. Wells
Desmond Curran C.M. Hoose, Jr.
D.P. Curran R.F. Liepsner

Auditors: Ernst & Ernst.

Purchasing Agent: H.T. Jurvis.

General Counsel: Blackwell, Sanders, Mathe-
ny, Weary & Lombardi.

Annual Meeting: Second Tuesday in April.

No. of Stockholders: Nov. 30, 1977, 1,550.

No. of Employees: Nov. 30, 1977, 1,890.

Mailing Address: P.O. Box 389, Kansas City,
MO 64141.

General Office: 1412 Knox St., North Kansas
City, MO 64116. Tel.: (816)471-4800.

**Income Account, years ended Nov. 30 (\$000
omitted):**

	1977	1976	1975
Net sales	125,438	112,287	92,984
Cost of sales	98,257	87,209	72,145
Expenses	25,588	22,476	20,265
Net earn.	1,893	2,601	574
Other income	828	833	1,123
Total income	2,721	3,434	1,697
Interest	1,025	953	925
Inc. taxes	678	990	140
Def. inc. taxes	11	21	47
Net profit	1,008	1,470	585
Prev. earn. surp.	19,097	18,249	18,552
Com. div. (cash)	267	622	889
Earn. surp., 11-30	19,838	19,097	18,249
Earn. com. sh.	\$1.13	\$1.65	\$0.66
Yr. end shs.	888,553	888,553	888,553
After \$1,351,479 (1976), \$1,380,263; 1975, \$1,461,779) deprec. (2) Reduced by \$81,200 (1976, \$82,000; 1975, \$91,000) due to invest. tax credit.			

Balance Sheet, as of Nov. 30 (\$000 omitted):

	1977	1976	1975
Assets:			
Cash	2,147	2,217	2,701
Receiv., net	15,179	12,626	11,805
Inventories	19,245	18,740	16,362
Tax claim			654
Prepd. exps.	806	723	615
Total curr.	37,377	34,306	32,138
Net prop.	13,843	13,499	13,789
Other assets	2,004	1,983	2,059
Total	53,229	49,788	47,987
Liabilities:			
Accts., etc., pay.	9,520	7,569	6,753
Notes payable	2,533	533	533
Inc. taxes		729	78
Total curr.	12,053	8,831	7,365
Def. Fed. inc. tax	1,602	1,591	1,570
Long term debt	6,401	6,934	7,467
Com. stk. (\$15)	13,478	13,478	13,478
Capital surp.	47	47	47
Earned surp.	19,838	19,097	18,248
Stockhold. equity	33,364	32,622	31,774
Reacq. stk.	190	190	190
Net stkhld. eq.	33,174	32,432	31,584
Total	53,229	49,788	47,987
Net curr. assets	25,324	25,475	24,773
Net tang. com. sh.	\$37.33	\$36.50	\$35.55
Deprec.	16,274	15,448	14,542

Long-Term Debt: Outstanding, Nov. 30, 1977,
\$6,401,000 10 3/4% note agreements with two
insurance companies payable \$533,000 annu-
ally to 1990.
Note agreements contain among other
things, provisions relating to working capital,
limitation of indebtedness, and restrictions on
payment of dividends of \$750,000 plus 50%
(or, in case of a deficit, minus 100%) of adjust-
ed net income for the period from and includ-
ing Dec. 1, 1974, to end of last fiscal quarter

preceding the date of a proposed dividend. At
Nov. 30, 1977, Co. was in compliance with
these provisions. Adjusted net income, as de-
fined in note agreements, at Nov. 30, 1977,
amounted to \$420,303.

Capital Stock: 1. Cook Paint & Varnish Co., com-
mon, par \$15:

AUTHORIZED—1,500,000 shares; outstand-
ing, Nov. 30, 1977, 888,553 shares in treasury,
10,000 shares; par \$15.

No par shares split 4-for-1 in Sept., 1930;
par changed from no par to \$20 in Apr., 1957,
share for share; from \$20 to \$15 Jan. 11, 1962,
by 2-for-1 split.

DIVIDEND RESTRICTIONS—See Long
term debt above.

VOTING RIGHTS—Has sole voting power.

PREEMPTIVE RIGHTS—None.

DIVIDENDS PAID—(calendar years):

On no par shares:			
1927	\$1.80	1928	\$2.20
1929		1930	
1931	1.80	1932	1.80
1933		1934	
1935		1936	
1937	1.00	1938	0.60
1939		1940	
1941	0.80	1942	0.35
1943		1944	
1945	3.00	1946	0.25
1947		1948	
1949		1950	

On \$20 par shares:			
1957	1.43	1958	1.50
1959		1960	
1961	1.90	1962	2.00
1963		1964	

On \$15 par shares:			
1962	1.00	1963	1.10
1964		1965	
1966	1.30	1967	1.40
1968		1969	
1970	0.30	1971	0.80
1972		1973	
1974	1.00	1975	0.70
1976		1977	
1978	0.10		

Prior to 4 for 1 split-up; none paid in year after
split-up.

Also 100% in stock.

To Mar. 1.

Dividends payable quarterly, Mar. 1, etc., to
stock of record about Feb. 20, etc.

TRANSFER AGENT—Chemical Bank, New
York.

REGISTRAR—Bankers Trust Co., New
York.

LISTED—On ASE (Symbol: COK).

PRICE RANGE	1977	1976	1975	1974	1973
High	15 1/2	15 1/2	13 1/2	14 1/2	19 1/2
Low	12 1/2	11 1/2	10 1/4	9 1/2	10 1/4

COOK UNITED, INC.

History: Incorporated in Ohio Feb. 27, 1925
and on Mar. 12, 1951 merged former parent
company, Cook Coffee Co. incorporated in
Delaware Jan. 3, 1929 as Cook Grocery Corp.
Business originally established in 1921. Pres-
ent name adopted Apr. 30, 1969.

In late 1967, acquired Oscar Robbins & Co.
Inc. and Consolidated Sales Co.

On Mar. 1, 1968, acquired Jay Drug Stores,
Inc.; in Apr. 1968, acquired Akron Vitamin &
Cosmetic Distributors, Inc. and its 8 affiliates
(sold in 1976).

In July 1968 acquired National Solvent
Corp., Cleveland, O., distributor of oils and
solvents for 10,036 common shares (sold in
1975).

In late 1968 Co. acquired M.N. Landau
Stores, Inc. for \$18,700,000 payable subordi-
nated debenture 5 1/2%; and Midwest Paper
Products Co. for 92,500 common shares.

In 1969, acquired Leon Supply Co., Inc.,
Cincinnati, O., wholesale plumbing co., for
\$1,250,000 5 1/2% conv. sub. debts.

In 1969, acquired Braman United Poultry,
Inc., wholesale poultry operation for restaur-
ant and retail supermarket trade, for cash
(sold in 1974).

On Dec. 27, 1969 acquired National Mer-
chandising Services, Inc. Cleveland (liquidat-
ed in 1976).

In late 1971, acquired John Liber & Co., Al-
liance, O., meat distributors (sold in 1976).

On Sept. 1972, sold 57 Pick-N-Pay Super-
markets in Cleveland.

In late 1972, acquired Myron Nickman, Inc.
for \$1,500,000.

Also in 1972 acquired State Fish, Inc.,
Cleveland (sold in 1975).

In June 1973, acquired Ben Kozloff Inc.,
Chicago, a seafood importer, for cash (sold in
1975).

Business: Engaged in the distribution of
merchandise through company operated dis-
count department stores, specialty retail out-
lets and certain wholesale distribution chan-
nels.

Company operates 77 discount department
stores under names Uncle Bill's, Consolidated
Sales, Clark's, Cook's and Ontario in following
states:

Ohio Maryland
Kentucky Illinois
Indiana Tennessee
New York Georgia
Florida North Carolina
Oklahoma South Carolina
Pennsylvania West Virginia

Also distributes industrial papers and relat-
ed products.

Subsidiaries

Midwest Container Co.
Midwest Paper Products Co.
Myron Nickman, Inc.
Service Office Supply Co.

Officers

M.M. Lewis, Chmn. & Chief Exec. Off.
George Jeffers, Pres. & Chief Oper. Off.
F.H. Burke, Vice-Pres.

R.R. Luffler, Vice-Pres.—Treasurer
Fred Fernandez, Vice-Pres.—Personnel
R.D. Robertson, Vice-Pres.—Contr.
A.O. Downing, Vice-Pres.—Loss Prevention
Bruce Jenkins, Vice-Pres.

Directors

H.M. Broder S.S. Kaufman
C.B. Dalton A.I. Soltz
S.M. Fisher L.T. Roth
D.B. Freedman J.T. Griffin
M.M. Lewis J.H. Jackier
R.N. Lehmann W.K. Ornstein
B.H. Barnett J.V. Jarrett

Auditors: Arthur Andersen & Co.

Annual Meeting: In May.

No. of Stockholders: Dec. 31, 1977: Preferred,
6; common, 8,144.

No. of Employees: Dec. 31, 1977, 7,500.

Executive Offices: 16501 Rockside Road, Ma-
ple Heights, Cleveland, OH 44137. Tel.:
(216)475-1000.

Consolidated Income Account, yrs. ended
((\$000 omitted):

	12/31/77	1/1/77
Net sales	401,310	386,523
Cost of sales	304,174	293,631
Sell. etc., exp.	84,105	75,610
Deprec. & amort.	4,526	5,538
Interest	1,955	3,244
Oth. deduct., net	2,103	2,521
Income tax	1,974	3,029
Inc. cont. op.	2,473	2,930
Earn., com. sh.	\$0.43	\$0.52

Discont. oper.:
Oper. income 4879 78
Disposal loss 312

Extraord. credit 43,166 33,100

Net profit 4,448 6,108

Prev. ret. cam. 36,672 32,009

Pfd. divs. 69 86

Com. divs. (cash) 11 19

Com. divs. (stk.) 1,022 1,340

Retained earn. 40,018 36,672

Earn., com. sh. \$0.79 \$1.08

Yr. end com. shs. 5,526,000 5,526,000

Excl. sales of leased depts. On 5,545,791 (1/1/
77, \$566,625) aver. com. & com. equiv. shs. adj. for
6% stk. divs. 9/76 and 9/77; \$0.22 (1/1/77, \$0.53) be-
fore extraord. credit. Tax credit from loss car-
ryfwd. Comprising: benefit from utilization of tax
loss carry-fwd., \$1,536,000; realization of tax loss pre-
viously treated as expired, \$1,630,000; total,
\$3,166,000. \$1.07 fully diluted. \$5,529,464 shs. adj.
for stk. div. Restated to reflect discontinued opera-
tions; 53 weeks.

Consolidated Balance Sheet (\$000 omitted):

	12/31/77	1/1/77
Assets:		
Cash	28,100	25,282
Receiv., net	11,031	13,608
Inventories	82,681	77,483
Tax claim	829	
Prepay.	1,705	1,417

Total curr. 124,346 117,790

Net prop. 37,385 44,242

Other assets 2,437 1,776

Excess acq. cost 12,772 12,772

Total 176,940 176,580

Liabilities:

Accts. payable 42,201 36,251

Notes, etc., pay. 2,817 4,107

Accruals 9,864 12,480

Dispos. loss res. 1,356 952

Total curr. 56,238 53,790

Deb. 5 1/2%, '93 19,950 19,950

Long-term debt 20,445 26,012

Def. inc. tax 795 2,074

Vacancy costs res. 3,011 2,323

Retire. fund 771 1,069

\$2.25 pfd. A 151 151

Com. stk. (\$1) 5,526 5,216

Cap. in excess of par val. 30,035 29,323

Retain. earns. 40,018 36,672

Total 176,940 176,580

Net curr. assets 68,106 64,000

Net tang. com. sh. \$11.14 \$10.97

Deprec. 33,893 44,497

Lower cost (princ. fifo) or mkt. After pfd. liqui-
dation of \$45 a sh. \$10.52 adj. for 1977 stk. div.

\$30,863 no par shs

Year-End Change: Co. has changed its fiscal
year to end on Saturday closest to Jan. 31;
such change was effective subsequent to Dec.
31, 1977.

Debt: Outstg., Dec. 31, 1977,
\$1,250,000 5 1/2% convertible subordinated de-
bentures, convertible into Co. com. at \$47.50
per sh., due \$62,500 in 1983 and \$1,187,500 in
1984. Issued on Oct. 20, 1969 in connection
with acquisition of Leon Supply Co., Inc.

Also outstg., Jan. 1, 1977, \$18,700,000 con-
vertible subordinated debenture 5 1/2% due
\$935,000 Sept. 21, 1992, with balance due Sept.
21, 1993. Convertible into common at \$32.82 a
share. Issued in 1968 in connection with acqui-
sition of M.N. Landau Stores, Inc. No further
details available.

Other Long Term Debt: Outstg., Dec. 31, 1977,
\$23,262,000 comprised of:

(1) \$14,000,000 term loans to bank at 1 1/4%
over prime due to 1981.

(2) \$9,447,000 5 1/2% to 7 1/4% notes secured
by mortgages.

EXHIBIT ‘B’

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF JEFFERSON }

Before me, the undersigned authority, on this day personally appeared Gerald L. Smith, Senior Vice President of ALLIED MERCHANTS BANK, a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 17th day of February, A. D. 1978.

Debra Driskill
Notary Public in and for Jefferson County, Texas.

DEBRA DRISKILL

FILED FOR RECORD

R. L. Barnes
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

978504

FEB 23 8 00 AM '78

NOTICE

Prepared by the State Bar of Texas for use by Lawyers only.

To select the proper form, fill in blank spaces, strike out form provisions or insert special terms constitutes the practice of law. No "standard form" can meet all requirements.

WARRANTY DEED WITH VENDOR'S LIEN

978538

THE STATE OF TEXAS
COUNTY OF JEFFERSON }

KNOW ALL MEN BY THESE PRESENTS:

That Riverside Chemical Company, a corporation existing under and by virtue of the laws of the State of Delaware, acting herein by and through its duly authorized officers,
~~of the County of~~ and ~~State of~~ for and

in consideration of the sum of Ten (\$10.00) ----- DOLLARS

and other valuable consideration to the undersigned paid by the grantee herein named, the receipt of which is hereby acknowledged, and the further consideration of the execution and delivery by Grantee of its one certain Promissory Note of even date herewith, in the principal sum of One Million Dollars, payable to the order of Grantor, bearing interest at the rate of 12% per annum with interest only payable on the first anniversary date and with the principal amount of said Note to be due and payable in annual installments of \$100,000 (or more) each, the first installment of which shall be payable on the second anniversary date of said Note with such installments to continue regularly and annually thereafter until said principal sum has been duly paid with interest, computed on the unpaid principal balance, to be due and payable annually as it accrues on the same dates as, but in addition to, the installments of principal and providing for acceleration of maturity in the event of default and for attorneys' fees,

the payment of which note is secured by the vendor's lien herein retained, and is additionally secured by a deed of trust of even date herewith to Frank A. Jones Trustee,

have GRANTED, SOLD AND CONVEYED, and by these presents do GRANT, SELL AND CONVEY unto

Chemall, Inc., a Texas corporation,

~~of the County of~~

~~and State of~~

, all of the following described real

property in Jefferson County, Texas, to-wit:

See Exhibit A attached, which has been initialed by the parties for identification and which is incorporated herein for all purposes.

TO HAVE AND TO HOLD the above described premises, together with all and singular the rights and appurtenances thereto in anywise belonging unto the said grantee, its successors ~~heirs and assigns~~ forever; and we do hereby bind ourselves, and our ~~heirs, executors and administrators~~ to WARRANT AND FOREVER DEFEND all and singular the said premises unto the said grantee, its successors ~~heirs and assigns~~, against every person whomsoever lawfully claiming or to claim the same or any part thereof.

But it is expressly agreed that the VENDOR'S LIEN, as well as the Superior Title in and to the above described premises, is retained against the above described property, premises and improvements until the above described note and all interest thereon are fully paid according to the face, tenor, effect and reading thereof, when this Deed shall become absolute.

EXECUTED this 17th day of February, A.D. 1978.

RIVERSIDE CHEMICAL COMPANY

By William E. Strevig
Vice President

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF HARRIS }

Before me, the undersigned authority, on this day personally appeared William E. Strevig
Vice President of Riverside Chemical Company

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 17th day of February, A.D. 1978.

Notary Public in and for Harris County, Texas.

EXHIBIT A

A tract of land being a part of and out of Block 8 and 9, Range C, both of Port Arthur Land Company Lands, Jefferson County, Texas, and more particularly described as follows, to-wit: Being 14.19 acres, more or less, out of Tract F as described in deed conveying title to Jefferson Chemical Co., Inc., from American Cyanamid Co., dated February 13, 1959, of record in Volume 1150, Page 624, Jefferson County, Texas Deed Records, said 14.19 acres being more particularly described by metes and bounds as follows, to-wit: BEGINNING at the point of intersection of the East right-of-way line of Farm-to-Market Road No. 366, said point lying in the Northwestern boundary of the above mentioned Tract F and proceeding South 50°42'15" East along the South right-of-way line of Farm-to-Market Road No. 366 a distance of 101.45 feet to a point; THENCE continuing along said right-of-way line South 50°09'15" East a distance of 1,570.85 feet to a corner; THENCE North 81°27'40" West a distance of 1,421.97 feet to a second corner being in the East right-of-way of Hogaboom Road; THENCE North 8°03'15" East along the East line of Hogaboom Road a distance of 868.16 feet to the point of beginning.

W.E. Strevig
2ch.

FILED FOR RECORD
R. L. Harris
 COUNTY CLERK
 JEFFERSON COUNTY, TEXAS

978538

FEB 23 9 35 AM '78

127-WARRANTY DEED (BY CORPORATION)

TEXAS STANDARD FORM

978542

The State of Texas,
 County of JEFFERSON

} Know All Men by These Presents:

That Don Streety Enterprises, Inc.,
 a Corporation, duly organized and existing under the Laws of the State of Texas,
 for and in consideration of the sum of TEN AND NO/100-----
 -----(\$10.00)-----DOLLARS
 and other good and valuable considerations
 to it in hand paid by Philip T. Kojak, receipt of which is hereby
 acknowledged,

XXXXXX

has Granted, Sold and Conveyed, and by these presents does Grant, Sell and Convey, unto the said
 Philip T. Kojak,
 of the County of Jefferson, State of Texas, all that certain
 Tract or parcel of land situated in the County of Jefferson and State
 of Texas, to-wit:

Lot No. Fourteen (14), Block No. Twenty-seven (27),
 DOWLEN WEST, SECTION XIV, an Addition to the City
 of Beaumont, in Jefferson County, Texas, according
 to the Map or Plat of said Addition of record in
 the office of the County Clerk of Jefferson County,
 Texas.

This conveyance is made subject to all conditions,
 restrictions, easements and reservations or
 conveyances of minerals or royalties of record
 affecting said property.

TO HAVE AND TO HOLD the above described premises, together with all and singular the
 rights and appurtenances thereto in anywise belonging unto the said Philip T. Kojak,
 his

heirs and assigns forever and the said Corporation does hereby bind itself, its successors and assigns,
 to Warrant and Forever Defend, all and singular the said premises unto the said Philip T.
 Kojak, his

heirs and assigns, against every person whomsoever lawfully claiming, or to claim the same, or any
 part thereof.

IN WITNESS WHEREOF, the said Corporation has caused these presents to be signed by its
 duly authorized officers and to be sealed with the Seal of the Corporation, at Jefferson County,
 Texas, this 3rd day of October A. D. 19 77.

Attest:

Don Streety
 Secretary.

DON STREETY ENTERPRISES, INC.

By

Don Streety
 President.

Re- FILED FOR RECORD
R L Jones
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

978526

FEB 23 9 22 AM '78

NOTICE

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To select the proper form, fill in blank spaces, strike out form provisions or
insert special terms constitutes the practice of law. No "standard form" can
meet all requirements.

DEED OF TRUST

978537

THE STATE OF TEXAS
COUNTY OF JEFFERSON

} KNOW ALL MEN BY THESE PRESENTS:

That Chemall, Inc., a Texas corporation, acting herein by and
through its duly authorized officers,

~~xx~~ ~~Chemall, Inc.~~ hereinafter called Grantors (whether one or more) for the purpose of securing
the indebtedness hereinafter described, and in consideration of the sum of TEN DOLLARS (\$10.00) to us in hand paid by the
Trustee hereinafter named, the receipt of which is hereby acknowledged, and for the further consideration of the uses, purposes
and trusts hereinafter set forth, have granted, sold and conveyed, and by these presents do grant, sell and convey unto
Frank A. Jones, Trustee, of Shelby County, ~~Texas~~ Tennessee, and his
substitutes or successors, all of the following described property situated in Jefferson County,
Texas, to-wit:

See Exhibit A attached, which has been initialed by the
parties for identification and which is incorporated
herein for all purposes.

TO HAVE AND TO HOLD the above described property, together with the rights, privileges and appurtenances thereto
belonging unto the said Trustee, and to his substitutes or successors forever. And Grantors do hereby bind themselves, their heirs,
executors, administrators and assigns to warrant and forever defend the said premises unto the said Trustee, his substitutes or
successors and assigns forever, against the claim, or claims, of all persons claiming or to claim the same or any part thereof.

This conveyance, however, is made in TRUST to secure payment of promissory note of even
date herewith in the principal sum of One Million and no/100
..... Dollars (\$ 1,000,000.00))

executed by Grantors, payable to the order of Riverside Chemical Company, a
Delaware corporation,

in the City of Houston Harris County, Texas as follows, to-wit:
that one certain promissory note of even date herewith in the principal sum of One Million
(\$1,000,000.00) Dollars, payable to the order of Riverside Chemical Company, bearing
interest at the rate of 12% per annum with interest only payable on the first anniversary
date and with the principal amount of said note to be due and payable in annual install-
ments of \$100,000 (or more) each, the first installment of which shall be payable on the
second anniversary date of said Note with such installments to continue regularly and
annually thereafter until said principal sum has been duly paid with interest, computed
on the unpaid principal balance, to be due and payable annually as it accrues on the
same dates as, but in addition to, the installments of principal and providing for
acceleration of maturity in the event of default and for attorneys' fees.

bearing interest as therein stipulated, providing for acceleration of maturity and for Attorney's fees;

Should Grantors do and perform all of the covenants and agreements herein contained, and make prompt payment of said indebtedness as the same shall become due and payable, then this conveyance shall become null and void and of no further force and effect, and shall be released at the expense of Grantors, by the holder thereof, hereinafter called Beneficiary (whether one or more).

Grantors covenant and agree as follows:

That they are lawfully seized of said property, and have the right to convey the same; that said property is free from all liens and encumbrances, except as herein provided.

To protect the title and possession of said property and to pay when due all taxes and assessments now existing or hereafter levied or assessed upon said property, or the interest therein created by this Deed of Trust, and to preserve and maintain the lien hereby created as a first and prior lien on said property including any improvements hereafter made a part of the realty.

To keep the improvements on said property in good repair and condition, and not to permit or commit any waste thereof; to keep said buildings occupied so as not to impair the insurance carried thereon.

To insure and keep insured all improvements now or hereafter created upon said property against loss or damage by fire and windstorm, and any other hazard or hazards as may be reasonably required from time to time by Beneficiary during the term of the indebtedness hereby secured, to the extent of the original amount of the indebtedness hereby secured, or to the extent of the full insurable value of said improvements, whichever is the lesser, in such form and with such Insurance Company or Companies as may be approved by Beneficiary, and to deliver to Beneficiary the policies of such insurance having attached to said policies such mortgage indemnity clause as Beneficiary shall direct; to deliver renewals of such policies to Beneficiary at least ten (10) days before any such insurance policies shall expire; any proceeds which Beneficiary may receive under any such policy, or policies, may be applied by Beneficiary, at his option, to reduce the indebtedness hereby secured, whether then matured or to mature in the future, and in such manner as Beneficiary may elect, or Beneficiary may permit Grantors to use said proceeds to repair or replace all improvements damaged or destroyed and covered by said policy.

That in the event Grantors shall fail to keep the improvements on the property hereby conveyed in good repair and condition, or to pay promptly when due all taxes and assessments, as aforesaid, or to preserve the prior lien of this Deed of Trust on said property, or to keep the buildings and improvements insured, as aforesaid, or to deliver the policy, or policies, of insurance or the renewal thereof to Beneficiary, as aforesaid, then Beneficiary may, at his option, but without being required to do so, make such repairs, pay such taxes and assessments, purchase any tax title thereon, remove any prior liens, and prosecute or defend any suits in relation to the preservation of the prior lien of this Deed of Trust on said property, or insure and keep insured the improvements thereon in an amount not to exceed that above stipulated; that any sums which may be so paid out by Beneficiary and all sums paid for insurance premiums, as aforesaid, including the costs, expenses and Attorney's fees paid in any suit affecting said property when necessary to protect the lien hereof shall bear interest from the dates of such payments at ten per cent (10%) per annum, and shall be paid by Grantors to Beneficiary upon demand, at the same place at which the above described note is payable, and shall be deemed a part of the debt hereby secured and recoverable as such in all respects.

That in the event of default in the payment of any installment, principal or interest, of the note hereby secured, in accordance with the terms thereof, or of a breach of any of the covenants herein contained to be performed by Grantors, then and in any of such events Beneficiary may elect, Grantors hereby expressly waiving presentment and demand for payment, to declare the entire principal indebtedness hereby secured with all interest accrued thereon and all other sums hereby secured immediately due and payable, and in the event of default in the payment of said indebtedness when due or declared due, it shall thereupon, or at any time thereafter, be the duty of the Trustee, or his successor or substitute as hereinafter provided, at the request of Beneficiary (which request is hereby conclusively presumed), to enforce this trust; and after advertising the time, place and terms of the sale of the above described and conveyed property, then subject to the lien hereof, for at least twenty-one (21) days preceding the date of sale by posting written or printed notice thereof at the Courthouse door of the county where said real property is situated, which notice may be posted by the Trustee acting, or by any person acting for him, and the Beneficiary (the holder of the indebtedness secured hereby) has, at least twenty-one (21) days preceding the date of sale, served written or printed notice of the proposed sale by certified mail on each debtor obligated to pay the indebtedness secured by this Deed of Trust according to the records of Beneficiary, by the deposit of such notice, enclosed in a postpaid wrapper, properly addressed to such debtor at debtor's most recent address as shown by the records of Beneficiary, in a post office or official depository under the care and custody of the United States Postal Service, the Trustee shall sell the above described property, then subject to the lien hereof, at public auction in accordance with such notice at the Courthouse door of said county where such real property is situated (provided where said real property is situated in more than one county, the notice to be posted as herein provided shall be posted at the Courthouse door of each of such counties where said real property is situated, and said above described and conveyed property may be sold at the Courthouse door of any one of such counties, and the notices so posted shall designate the county where the property will be sold), on the first Tuesday in any month between the hours of ten o'clock A.M. and four o'clock P.M., to the highest bidder for cash, selling all of the property as an entirety or in such parcels as the Trustee acting may elect, and make due conveyance to the Purchaser or Purchasers, with general warranty binding Grantors, their heirs and assigns; and out of the money arising from such sale, the Trustee acting shall pay first, all the expenses of advertising the sale and making the conveyance, including a commission of five per cent (5%) to himself, which commission shall be due and owing in addition to the Attorney's fees provided for in said note, and then to Beneficiary the full amount of principal, interest, Attorney's fees and other charges due and unpaid on said note and all other indebtedness secured hereby, rendering the balance of the sales price, if any, to Grantors, their heirs or assigns; and the recitals in the conveyance to the Purchaser or Purchasers shall be full and conclusive evidence of the truth of the matters therein stated, and all prerequisites to said sale shall be presumed to have been performed, and such sale and conveyance shall be conclusive against Grantors, their heirs and assigns.

It is agreed that in the event a foreclosure hereunder should be commenced by the Trustee, or his substitute or successor, Beneficiary may at any time before the sale of said property direct the said Trustee to abandon the sale, and may then institute suit for the collection of said note, and for the foreclosure of this Deed of Trust lien; it is further agreed that if Beneficiary should institute a suit for the collection thereof, and for a foreclosure of this Deed of Trust lien, that he may at any time before the entry of a final judgment in said suit dismiss the same, and require the Trustee, his substitute or successor to sell the property in accordance with the provisions of this Deed of Trust.

Beneficiary shall have the right to purchase at any sale of the property, being the highest bidder and to have the amount for which such property is sold credited on the debt then owing.

Beneficiary in any event is hereby authorized to appoint a substitute trustee, or a successor trustee, to act instead of the Trustee named herein without other formality than the designation in writing of a substitute or successor trustee; and the authority hereby conferred shall extend to the appointment of other successor and substitute trustees successively until the indebtedness hereby secured has been paid in full, or until said property is sold hereunder, and each substitute and successor trustee shall succeed to all of the rights and powers of the original trustee named herein.

In the event any sale is made of the above described property, or any portion thereof, under the terms of this Deed of Trust, Grantors, their heirs and assigns, shall forthwith upon the making of such sale surrender and deliver possession of the property so sold to the Purchaser at such sale, and in the event of their failure to do so they shall thereupon from and after the making of such sale be and continue as tenants at will of such Purchaser, and in the event of their failure to surrender possession of said

property upon demand, the Purchaser, his heirs or assigns, shall be entitled to institute and maintain an action for forcible detainer of said property in the Justice of the Peace Court in the Justice Precinct in which such property, or any part thereof, is situated.

It is agreed that the lien hereby created shall take precedence over and be a prior lien to any other lien of any character whether vendor's, materialmen's or mechanic's lien hereafter created on the above described property, and in the event the proceeds of the indebtedness secured hereby as set forth herein are used to pay off and satisfy any liens heretofore existing on said property, then Beneficiary is, and shall be, subrogated to all of the rights, liens and remedies of the holders of the indebtedness so paid.

It is further agreed that if Grantors, their heirs or assigns, while the owner of the hereinabove described property, should commit an act of bankruptcy, or authorize the filing of a voluntary petition in bankruptcy, or should an act of bankruptcy be committed and involuntary proceedings instituted or threatened, or should the property hereinabove described be taken over by a Receiver for Grantors, their heirs or assigns, the note hereinabove described shall, at the option of Beneficiary, immediately become due and payable, and the acting Trustee may then proceed to sell the same under the provisions of this Deed of Trust.

As further security for the payment of the hereinabove described indebtedness, Grantors hereby transfer, assign, and convey unto Beneficiary all rents issuing or to hereafter issue from said real property, and in the event of any default in the payment of said note or hereunder, Beneficiary, his agent or representative, is hereby authorized, at his option, to collect said rents, or if such property is vacant to rent the same and collect the rents, and apply the same, less the reasonable costs and expenses of collection thereof, to the payment of said indebtedness, whether then matured or to mature in the future, and in such manner as Beneficiary may elect. The collection of said rents by Beneficiary shall not constitute a waiver of his right to accelerate the maturity of said indebtedness nor of his right to proceed with the enforcement of this Deed of Trust.

It is agreed that an extension, or extensions, may be made of the time of payment of all, or any part, of the indebtedness secured hereby, and that any part of the above described real property may be released from this lien without altering or affecting the priority of the lien created by this Deed of Trust in favor of any junior encumbrancer, mortgagee or purchaser, or any person acquiring an interest in the property hereby conveyed, or any part thereof; it being the intention of the parties hereto to preserve this lien on the property herein described and all improvements thereon, and that may be hereafter constructed thereon, first and superior to any liens that may be placed thereon, or that may be fixed, given or imposed by law thereon after the execution of this instrument notwithstanding any such extension of the time of payment, or the release of a portion of said property from this lien.

In the event any portion of the indebtedness hereinabove described cannot be lawfully secured by this Deed of Trust lien on said real property, it is agreed that the first payments made on said indebtedness shall be applied to the discharge of that portion of said indebtedness.

Beneficiary shall be entitled to receive any and all sums which may become payable to Grantors for the condemnation of the hereinabove described real property, or any part thereof, for public or quasi-public use, or by virtue of private sale in lieu thereof, and any sums which may be awarded or become payable to Grantors for damages caused by public works or construction on or near the said property. All such sums are hereby assigned to Beneficiary, who may, after deducting therefrom all expenses actually incurred, including attorney's fees, release same to Grantors or apply the same to the reduction of the indebtedness hereby secured, whether then matured or to mature in the future, or on any money obligation hereunder, as and in such manner as Beneficiary may elect. Beneficiary shall not be, in any event or circumstances, liable or responsible for failure to collect, or exercise diligence in the collection of, any such sums.

Nothing herein or in said note contained shall ever entitle Beneficiary, upon the arising of any contingency whatsoever, to receive or collect interest in excess of the highest rate allowed by the laws of the State of Texas on the principal indebtedness hereby secured or on any money obligation hereunder and in no event shall Grantors be obligated to pay interest thereon in excess of such rate.

If this Deed of Trust is executed by only one person or by a corporation the plural reference to Grantors shall be held to include the singular and all of the covenants and agreements herein undertaken to be performed by and the rights conferred upon the respective Grantors named herein, shall be binding upon and inure to the benefit of not only said parties respectively but also their respective heirs, executors, administrators, grantees, successors and assigns.

Grantors expressly represent that this Deed of Trust and the Note hereby secured are given for the following purpose, to-wit: the indebtedness, the payment of which is hereby secured, is in part payment of the purchase price of the real property herein described, and it is also secured by a Vendor's Lien thereon retained in deed of even date herewith to the undersigned, and this deed of trust is given as additional security for the payment of said indebtedness.

Grantee realizes that Grantor may sell a portion of the real property described herein, together with the improvements thereon prior to the payment of the above-described promissory note. Grantee agrees that it will release its Vendor's Lien and Deed of Trust Lien on the portion of the property sold by Grantee if the ratio of the sales price to be received by Grantee on the sale of such property bears a reasonable relationship to the fair market value of the assets securing the payment of the promissory note described above and Grantor pays 75% of the purchase price it receives from the sale of such property to Grantee to be applied against the principal installments due on said promissory note in inverse order of thier maturity.

EXECUTED this

17th

day of

February

A. D. 19 78.

CHEMALL, INC.

By

Thomas C. Lockhart
Thomas C. Lockhart, President

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF HARRIS

Before me, the undersigned authority, on this day personally appeared **Thomas C. Lockhart**
President of **Chemall, Inc.**,

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given, under my hand and seal of office on this the **17th** day of **February**, A. D. 19 **78**

[Signature]
Notary Public in and for **Harris** County, Texas.

EXHIBIT A

A tract of land being a part of and out of Block 8 and 9, Range C, both of Port Arthur Land Company Lands, Jefferson County, Texas, and more particularly described as follows, to-wit: Being 14.19 acres, more or less, out of Tract F as described in deed conveying title to Jefferson Chemical Co., Inc., from American Cyanamid Co., dated February 13, 1959, of record in Volume 1150, Page 624, Jefferson County, Texas Deed Records, said 14.19 acres being more particularly described by metes and bounds as follows, to-wit: BEGINNING at the point of intersection of the East right-of-way line of Farm-to-Market Road No. 366, said point lying in the Northwestern boundary of the above mentioned Tract F and proceeding South 50°42'15" East along the South right-of-way line of Farm-to-Market Road No. 366 a distance of 101.45 feet to a point; THENCE continuing along said right-of-way line South 50°09'15" East a distance of 1,570.85 feet to a corner; THENCE North 81°27'40" West a distance of 1,421.97 feet to a second corner being in the East right-of-way of Hogaboom Road; THENCE North 8°03'15" East along the East line of Hogaboom Road a distance of 868.16 feet to the point of beginning.

[Handwritten initials]

FILED FOR RECORD
[Signature]
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

978537

FEB 23 9 35 AM '78

(Corporate acknowledgment)

THE STATE OF TEXAS
COUNTY OF JEFFERSON }

Before me, the undersigned authority, on this day personally appeared C. H. Spindor
Vice President of Texas Bank of Beaumont

a corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated and as the act and deed of said corporation.

Given under my hand and seal of office on this the 6th day of February, A.D. 1978.

Notary Public in and for Jefferson County, Texas.

FILED FOR RECORD
R. L. Barnes
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

978424

FEB 22 9 50 AM '78

This Financing Statement is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code

1. Debtor(s) Name and Mailing Address: (Do not abbreviate)	2. Secured Party(ies) Name and Address:
Chemall, Inc. Suite 510 6065 Hillcroft Bldg. Houston, Texas 77081	Riverside Chemical Company 855 Ridge Lake Blvd. Memphis, Tennessee 38117

3. For Filing Officer (Date, Time, Number
and Filing Office)

COUNTY CLERK
JEFFERSON COUNTY, TEXAS 114635

FEB 23 9 35 AM '78 978541

4. This Financing Statement covers the following types (or items) of property.

(WARNING: If collateral is crops, fixtures, timber or minerals, read instructions on back.)

All equipment, together with all additions and accessions thereto having a value in excess of \$5,000, and proceeds thereof (the inclusion of such proceeds does not authorize Debtor to sell, dispose of or otherwise use the collateral in any manner not authorized by the Security Agreement between the parties). A part or all of the above goods are, or are to become fixtures on Debtor's property, located and situated on S.H. 366 (Pure-Atlantic Highway), Hogaboom Road, Port Neches, Jefferson County, Texas, more particularly described on Exhibit A hereto.

5. Name and Address of Assignee of Secured Party:
(Use this space to describe collateral, if needed)

Check only if applicable

☒ This Financing Statement is to be filed for record in the real estate records.

Number of additional sheets presented 1

☐ Products of collateral are also covered.

6. This Statement is signed by the Secured Party instead of the Debtor to perfect a security interest in collateral

(Please check appropriate box)

- ☐ already subject to a security interest in another jurisdiction when it was brought into this state or when the debtor's location was changed to this state, or
- ☐ already subject to a financing statement filed in another county
- ☐ which is proceeds of the original collateral described above in which a security interest was perfected, or
- ☐ as to which the filing has lapsed, or
- ☐ acquired after a change of name, identity or corporate structure of the debtor.

CHEMALL, INC.

RIVERSIDE CHEMICAL COMPANY

Thomas C. Lockhart, President

William E. Strevig, Vice President

(1) Filing Officer Copy-Numerical

STANDARD FORM-FORM UCC-1 (REV. 6-18-75) APPROVED BY THE SECRETARY OF STATE OF TEXAS-FORM E-1353-CLARKE & COURTS, INC.

EXHIBIT A

A tract of land being a part of and out of Block 8 and 9, Range C, both of Port Arthur Land Company Lands, Jefferson County, Texas, and more particularly described as follows, to-wit: Being 14.19 acres, more or less, out of Tract F as described in deed conveying title to Jefferson Chemical Co., Inc., from American Cyanamid Co., dated February 13, 1959, of record in Volume 1150, Page 624, Jefferson County, Texas Deed Records, said 14.19 acres being more particularly described by metes and bounds as follows, to-wit: BEGINNING at the point of intersection of the East right-of-way line of Farm-to-Market Road No. 366, said point lying in the Northwestern boundary of the above mentioned Tract F and proceeding South 50°42'15" East along the South right-of-way line of Farm-to-Market Road No. 366 a distance of 101.45 feet to a point; THENCE continuing along said right-of-way line South 50°09'15" East a distance of 1,570.85 feet to a corner; THENCE North 81°27'40" West a distance of 1,421.97 feet to a second corner being in the East right-of-way of Hogaboom Road; THENCE North 8°03'15" East along the East line of Hogaboom Road a distance of 863.16 feet to the point of beginning.

sch.
ws

FILED FOR RECORD
R L Barnes
 COUNTY CLERK
 JEFFERSON COUNTY, TEXAS

978541

FEB 23 9 35 AM '78

THE STATE OF TEXAS

COUNTY OF JEFFERSON

978603

NOTICE OF UTILITY SECURITY INSTRUMENT
 AFFECTING REAL PROPERTY

Pursuant to the provisions of Sec. 35.07 of the Business & Commerce Code, notice is hereby given that QUINTANA OIL AND GAS CORP. has executed a security instrument for the benefit of CONTINENTAL ILLINOIS NATIONAL BANK & TRUST COMPANY OF CHICAGO affecting property in Jefferson County, Texas.

Notice is further given that such security instrument was filed, and that other security instruments executed by QUINTANA OIL AND GAS CORP. may be on file in the office of the Secretary of State, State of Texas, Austin, Texas.

EXECUTED as of January 25, 1978.

ATTEST: QUINTANA OIL AND GAS CORP.

Joseph C. Graf
 Joseph C. Graf

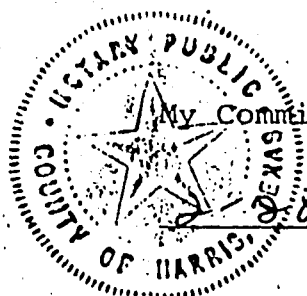
By *Dee S. Osborne*
 Dee S. Osborne OIL & GAS

THE STATE OF TEXAS

COUNTY OF HARRIS

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Dee S. Osborne, Vice President, of QUINTANA OIL AND GAS CORP., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that the same was the act and deed of the said corporation and that he executed the same as the act and deed of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this 22nd day of February, 1978.



My Commission Expires: 2-28-79

Cathryn A. Pullin
 Notary Public in and for
 Harris County, Texas

CATHRYNN A. PULLIN
 Notary Public in and for Harris County, Texas
 My Commission Expires 2-28-79

FILED FOR RECORD
R L Barnes
 COUNTY CLERK
 JEFFERSON COUNTY, TEXAS

978603

FEB 23 4 14 PM '78

to the aforesaid premises or appurtenances, or any part thereof.

WITNESS MY HAND, this 13th day of February.

1980

Lillie Chargois
LILLIE CHARGOIS

THE STATE OF TEXAS

COUNTY OF JEFFERSON

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared LILLIE CHARGOIS, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same for the purposes and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 13th day of February 1980.

Sheila Kiefer
NOTARY PUBLIC IN AND FOR
JEFFERSON COUNTY, TEXAS
My Commission expires

January 1981

FULL FOR RECORD
S. H. Jones
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

1043896

FEB 20 8 48 AM '80

TRANSFER OF LIEN

1043897

THE STATE OF TEXAS)
COUNTY OF JEFFERSON)

WHEREAS, on the 17th day of February, 1978, CHEMALL, INC. a Texas corporation, did execute that one (1) certain promissory note, described as follows:

For the principal sum of \$1,000,000.00, made payable to Riverside Chemical Company, a Delaware corporation, or order, in the City of Houston, Harris County, Texas, with interest from date at the rate of twelve (12%) per cent per annum. Said sum being payable in annual installments of \$100,000.00, or more, each, the first of said installments being due and payable on or before the second anniversary date thereof, with such installments to continue regularly and annually thereafter until said principal sum is duly paid with interest, computed on the unpaid principal balance, to be due and payable annually as it accrues on the same dates as, but in addition to, the installments of principal. Said note contains the usual acceleration and attorney's fees clauses.

and which said note is set out and described in that certain Deed executed by Riverside Chemical Company, a corporation existing under and by virtue of the laws of the State of Delaware, to Chenall, Inc., a Texas corporation, recorded in Vol. 2055, page 457 of the Deed Records of Jefferson County, Texas. Said note is secured by vendor's lien therein retained upon the property described below, and is additionally secured by Deed of Trust recorded in Vol. 1754, page 466 of the M & L Records of Jefferson County, Texas. Said note is additionally secured by a security interest in certain fixtures and business equipment situated upon the property described below, as per a Financing Statement, filed in Jefferson County, Texas, on the 23rd day of February, 1978, UCC File No. 114635, recorded in Vol. 1754, page 391 of the M & L Records of Jefferson County, Texas.

The property covered by these liens is situated in Jefferson County, Texas, being more particularly described as follows, to-wit:

A tract of land being a part of and out of Block 8 and 9, Range C, both of Fort Arthur Land Company Lands, Jefferson County, Texas, and more particularly described as follows, to-wit:

Being 14.19 acres, more or less, out of Tract F as described in Deed conveying title to Jefferson Chemical Co., Inc., from American Cyanamid Co., dated February 13, 1959, of record in Volume 1150, page 624, Jefferson County, Texas Deed Records, said 14.19 acres being more particularly described by metes and bounds as follows, to-wit:

BEGINNING at the point of intersection of the East right-of-way line of Farm-to-Market Road No. 366, said point lying in the Northwestern boundary of the above mentioned Tract F and proceeding South 50 deg. 42 min. 15 sec. East along the South right-of-way line of Farm-to-Market Road No. 366 a distance of 101.45 feet to a point;

THENCE continuing along said right-of-way line South 50 deg. 09 min. 15 sec. East a distance of 1,570.85 feet to a corner;

THENCE North 81 deg. 27 min. 40 sec. West a distance of 1,421.97 feet to a second corner being in the East right-of-way of Hogaboom Road;

THENCE North 8 deg. 03 min. 15 sec. East along the East line of Hogaboom Road a distance of 868.16 feet to the point of beginning.

NOW, THEREFORE, KNOW ALL MEN BY THESE PRESENTS: That RCC, Inc., formerly Riverside Chemical Company, the present owner and holder of said note, for a good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has SOLD, ASSIGNED, TRANSFERRED and CONVEYED, and does hereby SELL, ASSIGN, TRANSFER and CONVEY unto Cook Industries, Inc., a Delaware corporation, the said note and said liens and all liens, titles and security interests held by the said RCC, Inc., formerly Riverside Chemical Company, in and to said land, and certain fixtures and business equipment situated thereon, as aforesaid.

TO HAVE AND TO HOLD the same unto the said Cook Industries, Inc., its successors and assigns forever.

IN WITNESS WHEREOF, RCC, Inc., formerly Riverside Chemical Company, has caused this instrument to be executed by its duly authorized officers, this 18 day of January, A. D. 1980.

RCC, Inc., formerly
Riverside Chemical Company

By Milton Floyd
Milton Floyd, Vice President

ATTEST:

San D. Chafetz
San D. Chafetz, Assistant
Secretary

THE STATE OF TENNESSEE)

COUNTY OF SHELBY)

BEFORE ME, the undersigned, a Notary Public in and for said County and State, on this day personally appeared Milton Floyd, Vice President of RCC, Inc., known to me to be the person and officer whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same as the act of such corporation, RCC, Inc., for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18
day of January, A. D. 1980.

Chris J. Jones
Notary Public in and for
Shelby County, Tennessee

My Co. : 100 E. Main St. 37003, TN

FILED FOR RECORD
R. L. Jones
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

1043897

FEB 20 8 57 AM '80

CERTIFICATE OF AMENDMENT
CERTIFICATE OF INCORPORATION
OF
RIVERSIDE CHEMICAL COMPANY

1043898

TO CHANGE NAME TO

RCC, INC

I, the undersigned, President of Riverside Chemical Company, do
hereby certify that

(1) The Certificate of Incorporation of Riverside Chemical Company
was filed in the office of the Secretary of State of the State of Delaware
on November 13, 1972

(2) In accordance with the provisions of Sections 242 and 228 (a)
and (c) of the General Corporation Law of the State of Delaware, an Action
Taken By Written Consent of the Stockholders of Riverside Chemical Company
was executed at Memphis, Tennessee on April 4, 1979 by a majority of the
stockholders of record of the outstanding shares of the corporation, wherein
the following resolution was adopted:

"RESOLVED, that the Articles of Incorporation of
Riverside Chemical Company be, and they hereby are,
amended by deleting all of Section One which reads
as follows:

The name of the corporation is
Riverside Chemical Company

and by inserting in lieu thereof the following

The name of the corporation is RCC, INC "

EXHIBIT ‘C’

RIVERSIDE CHEMICAL COMPANY 855 RIDGE LAKE BLVD. PHONE 901 767 8810
P. O. BOX 171199 MEMPHIS, TENNESSEE 38117



February 20, 1978

Mr. Fred B. Woods, Chief
Administrative Section
U.S. Environmental Protection Agency
First International Building
1201 Elm Street
Dallas, TX 75270

Re: NPDES No. TX0062448
Chemall, Inc.

Dear Mr. Woods:

This is to advise that on February 17, 1978 title to Riverside Chemical Company's plant at Port Neches, Texas, was transferred by sale to Chemall, Inc. This transfer makes Chemall the owner and operator.

Under the terms of the sale agreement, certain remedial work will be carried out by Chemall at Riverside's expense. This work is in addition to the extensive remedial projects already completed by Riverside.

As you are probably aware, most of this plant's problems were not caused by Riverside but by a previous owner's spills that are now appearing in the storm water run-off. Riverside, through expensive paving and diking containment projects, has made a conscientious effort to eliminate contaminated storm water run-off.

We feel confident that the completed and contemplated Riverside efforts will bring the plant into compliance with the permit requirements.

Sincerely,

William E. Strevig
Vice President

WES/gky

cc: Susan Johnson

RECEIVED

FEB 22 1978

AA
PERMITS
TWO

Morgan
RE: W. E. Strevig

file
6/2/78

EXHIBIT ‘D’

GIVEN UNDER MY HAND AND SEAL OF OFFICE, this the 18
day of January, A. D. 1980.

Chas. J. Jones
Notary Public in and for
Shelby County, Tennessee

My Co. 1 000 Com. Exp. 27, 1983

FILED FOR RECORD
R. L. Jones
COUNTY CLERK
JEFFERSON COUNTY, TEXAS

1043897

FEB 20 8 57 AM '80

CERTIFICATE OF AMENDMENT
CERTIFICATE OF INCORPORATION
OF
RIVERSIDE CHEMICAL COMPANY

1043898

TO CHANGE NAME TO

RCC, INC

I, the undersigned, President of Riverside Chemical Company, do
hereby certify that

(1) The Certificate of Incorporation of Riverside Chemical Company
was filed in the office of the Secretary of State of the State of Delaware
on November 13, 1972

(2) In accordance with the provisions of Sections 242 and 228 (a)
and (c) of the General Corporation Law of the State of Delaware, an Action
Taken By Written Consent of the Stockholders of Riverside Chemical Company
was executed at Memphis, Tennessee on April 4, 1979 by a majority of the
stockholders of record of the outstanding shares of the corporation, wherein
the following resolution was adopted:

"RESOLVED, that the Articles of Incorporation of
Riverside Chemical Company be, and they hereby are,
amended by deleting all of Section One which reads
as follows:

The name of the corporation is
Riverside Chemical Company

and by inserting in lieu thereof the following

The name of the corporation is RCC, INC "

IN WITNESS WHEREOF, I have made and subscribed this Certificate in duplicate this 6th day of April, 1979.


FRANK A. JONES, JR., President

ATTEST


SAM D. CHAFETZ, Assistant Secretary

STATE OF TENNESSEE
COUNTY OF SHELBY

On this 6th day of April, 1979, before me appeared FRANK A. JONES, JR., and SAM D. CHAFETZ, personally known to me, who being by me duly sworn, did say that they are the President and Assistant Secretary, respectively, of Riverside Chemical Company, a Delaware corporation, and that the seal affixed to said instrument is the corporate seal of said corporation, and that said instrument was signed and sealed in behalf of said corporation by authority of the Board of Directors and stockholders, and said FRANK A. JONES, JR., and SAM D. CHAFETZ acknowledged said instrument to be the free act and deed of said corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 6th day of April, 1979.


Notary Public

My Commission Expires
My Commission Expires August 18 1982



State
of
DELAWARE

Office of SECRETARY OF STATE

I, Glenn C. Kenton, Secretary of State of the State of Delaware, do hereby certify that the above and foregoing is a true and correct copy of

Certificate of Amendment of the "RIVERSIDE CHEMICAL COMPANY", as received and filed
in this office the thirtieth day of May, A D. 1979, at 9 o'clock A M

In Testimony Whereof, I have hereunto set my hand
and official seal at Dover this twenty-fourth day
of JANUARY in the year of our Lord
one thousand nine hundred and eighty.



FORM 170

Glenn C. Kanton

Glenn C. Kanton Secretary of State

FILED FOR RECORD
R. E. Lewis
COUNTY CLERK
JEFFERSON COUNTY TEXAS

1043898

FEB 29 8 57 AM '80

RESOLUTIONS

1043898

RESOLVED, that the transfer and delivery of all security instruments including any interests in real property and any security interest under the Texas Uniform Commercial Code, in favor of this Company securing payment of that certain promissory note dated February 17, 1978 in the original principal amount of \$1,000,000 00 and executed by Chemall, Inc., a Texas corporation, to this Company's parent corporation, Cook Industries, Inc., be and the same hereby is approved, ratified and confirmed, and be it further,

RESOLVED, that Mr. Milton Floyd, Vice President of this Company be and he hereby is authorized to do and perform such acts and things, to sign such documents and certificates, and to take all such other actions, as he may deem necessary or advisable to carry out the intent of the foregoing resolution, and fully to perform the obligations of the Company in connection therewith.

EXHIBIT ‘E’

RECEIVED
OCT 20 1989
GENERAL
SECRETARYRECEIVED
STATE OF TENNESSEEForm No. 120
Section 48-1007
For Profit or
Not for Profit
Fee \$10.00ARTICLES OF DISSOLUTION PURSUANT TO SECTION 48-1007 OF
THE TENNESSEE GENERAL CORPORATION ACT OF

Pursuant to the provisions of Section 48-1007 of the Tennessee General Corporation Act, the undersigned corporation submits the following articles of dissolution for the purpose of dissolving the corporation:

1. The name of the corporation is

Terminix International, Inc.

2. A statement of intent to dissolve the corporation was filed with the Secretary of State of the State of Tennessee on January 16, 1987.

3. All debts, obligations and liabilities of the corporation have been paid and discharged, or adequate provision has been made therefor.

4. If a corporation for profit, all remaining property and assets of the corporation have been distributed among its shareholders in accordance with their respective rights and interests.

5. (If a corporation not for profit, strike the one of the following sentences which is inapplicable.)

No Plan of distribution was adopted or required.

The following plan of distribution was duly adopted by the corporation:

(Attach plan of distribution)

6. If a corporation not for profit, all the remaining property and assets of the corporation have been transferred, conveyed or distributed in accordance with the provisions of the Tennessee General Corporation Act.

7. There are no suits pending against the corporation in any court, or adequate provisions has been made for the satisfaction of any judgement, order or decree which may be entered against it is any pending suit.

Dated October 11, 1989.

Terminix International, Inc.
Name of Corporation

By:

Fred E. Slocum
(Title) Fred E. Slocum,
Senior Executive Vice President

EXHIBIT ‘F’

DELAWARE FRANCHISE TAX
P. O. BOX 7247-0114
PHILA. PA. 19170-0114

STATE OF DELAWARE

OFFICE USE ONLY



MICHAEL N. CASTLE, Governor
MICHAEL HARKINS, Secretary of State
Phone (302) 736-4225

AGENT

9000010
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER
1209 ORANGE STREET
WILMINGTON

DE 19801

FILED

027732 FEB 27 87

SECRETARY OF STATE

\$50.00 PENALTY
If not received by
DUE DATE

MARCH 1, 1987

SEQUENCE NO.

HALF RATE ALLOWED**1986 ANNUAL FRANCHISE TAX REPORT**

051571

1 FILE NUMBER 0786587		CORPORATION NAME RCC, INC.		PRINTED 11/5/86 (TYPE)	
2 INCORPORATION DATE 11/13/1972		3 REVOCATION DATE		FEDERAL EMPLOYER ID NO. 620882751	
4 NATURE OF BUSINESS Formerly Sale of Chemical Products		5 PRINCIPAL PLACE OF BUSINESS OUTSIDE OF DELAWARE 205 Royal Palm Way, Palm Beach, FL 33480			
6 ASSETS FOR REGULATED INVESTMENT CORPS		7 ANY PERIODS NOT ENGAGED IN BUSINESS ACTIVITY DURING CALENDAR YEAR			
JAN. 1st 11/13/72		DEC. 31st COMMON		DATE FROM 1/1/86	
8 AUTHORIZED STOCK A. BEGIN DATE 11/13/72		C. DESIGNATION OR STOCK CLASS COMMON		D. NO. OF SHARES 100,000	
B. ENDING DATE		E. PAR VALUE/SHARE \$1.0000		F. NO. SHARES ISSUED	
				G. TOTAL GROSS ASSETS	
				H. ASSET DATE	
9 A. FRANCHISE TAX \$385.00		D. \$50.00 PENALTY (IF APPLICABLE)		E. 1% MONTHLY INTEREST ON TAX & PENALTY (IF APPLICABLE) \$.00	
192.50				D. ANNUAL FILING FEE 10.00	
				E. PREV CREDIT BALANCE \$.00	
				F. PREPAID QUARTERLY PAYMENTS \$.00	
STATE CALCULATIONS ARE SHOWN IN THE SHADED AREAS. YOUR CORPORATION MAY USE THE UNSHADED AREAS FOR THEIR OWN CALCULATIONS. DEDUCT PAYMENTS MADE AFTER THIS DATE.				G. QUARTERLY INTEREST/CHECK CHG. \$.00	
				H. TOTAL PAYMENT DUE \$385.00	
				202.50	

PLEASE REPEAT INFO
FROM 6, 7, & 8 ABOVE

MAKE CHECK PAYABLE TO: SECRETARY OF STATE--DELAWARE

DO NOT DETACH
FOLD ON THIS LINE

9000010
THE CORPORATION TRUST COMPANY
CORPORATION TRUST CENTER
1209 ORANGE STREET
WILMINGTON DE 19801

1986 ANNUAL FRANCHISE TAX REPORT

RENEWAL DATE

SEQUENCE NO

051571

AMOUNT ENCLOSED

202 | 50

1 FILE NUMBER 0786587		CORPORATION NAME RCC, INC.		SEQUENCE NO 051571	
2 INCORPORATION DATE 11/13/1972		3 REVOCATION DATE		FEDERAL EMPLOYER ID NO. 620882751	
4 NATURE OF BUSINESS Formerly Sale of Chemical Products		5 PRINCIPAL PLACE OF BUSINESS OUTSIDE OF DELAWARE 205 Royal Palm Way, Palm Beach, FL 33480			
6 ASSETS FOR REGULATED INVESTMENT CORPS		7 ANY PERIODS NOT ENGAGED IN BUSINESS ACTIVITY DURING CALENDAR YEAR			
JAN. 1st 11/13/72		DEC. 31st COMMON		DATE FROM 1/1/86	
8 AUTHORIZED STOCK A. BEGIN DATE 11/13/72		C. DESIGNATION OR STOCK CLASS COMMON		D. NO. OF SHARES 100,000	
B. ENDING DATE		E. PAR VALUE/SHARE \$1.0000		F. NO. SHARES ISSUED	
				G. TOTAL GROSS ASSETS	
				H. ASSET DATE	

10. APPOINTED DATE OF NEXT ANNUAL MEETING OF STOCKHOLDERS TO ELECT DIRECTORS (MM/DD/YY):

3 / 17 / 87

11. DIRECTORS	NAME	STREET/CITY/STATE/ZIP	Date Term Expires
E.W. Cook	205 Royal Palm Way, P.O. Box 3208, Palm Beach, FL	33480	3-17-87
C.H. Cantu	855 Ridge Lake Boulevard, Memphis, TN	38119	3-17-87
F.E. Slocum	205 Royal Palm Way, P.O. Box 3208, Palm Beach, FL	33480	3-17-87


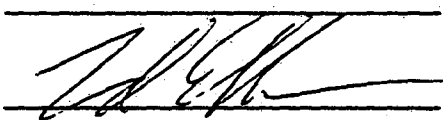
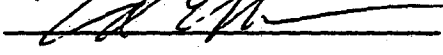
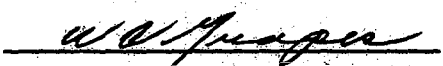




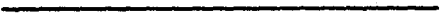



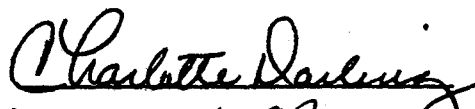
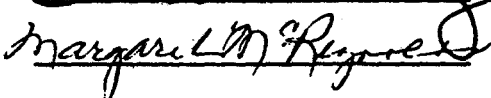
12. OFFICERS	NAME	STREET/CITY/STATE/ZIP	Date Term Expires
PRESIDENT	E.W. Cook	205 Royal Palm Way, Palm Beach, FL 33480	3-17-87
VICE-PRESIDENT	F.E. Slocum	205 Royal Palm Way, Palm Beach, FL 33480	3-17-87
SECRETARY	F.E. Slocum	205 Royal Palm Way, Palm Beach, FL 33480	3-17-87
TREASURER	W.C. grapes	205 Royal Palm Way, Palm Beach, FL 33480	3-17-87
OTHER OFFICERS	Sc. Darling	205 Royal Palm Way, Palm Beach, FL 33480	3-17-87
	M. McReynolds	205 Royal Palm Way, Palm Beach, FL 33480	3-17-87

13. ORIGINAL SIGNATURE (OFFICER, DIRECTOR OR INCORPORATOR)		Vice President	2/27/87
		TITLE	DATE

EXHIBIT ‘G’

CERTIFICATE OF INCUMBENCY
FOR
TERMINIX INTERNATIONAL, INC.

I, Charlotte Darling, being the duly elected Assistant Secretary of Terminix International, Inc., a corporation organized under the laws of the State of Tennessee, do hereby certify that each of the persons named below has been duly elected or appointed to and presently holds the office in the Corporation set forth opposite their name and that the signature appearing next to their name is the genuine signature of the person so indicated:

<u>Name</u>	<u>Signature</u>	<u>Title</u>
Edward W. Cook		Chairman of the Board & Chief Executive Officer
Carlos H. Cantu		President & Chief Operating Officer
Fred E. Slocum		Senior Executive Vice President, Chief Financial Officer, & Secretary
William C. Grapes		Executive Vice President
Thomas W. Scherer		Senior Vice President - Finance & Administration
C. J. Hromada		Senior Vice President - Licensee Operations & Technical Services
Paul A. Bert		Vice President
Dorris E. Burchett		Vice President - Western Division
Eugene D. Gauthreaux		Vice President - Central Division
John McFadden		Vice President - Corporate Counsel
James W. Toney		Vice President - Eastern Division
James C. Holloway		Treasurer & Assistant Secretary
Charlotte Darling		Assistant Secretary
Margaret McReynolds		Assistant Secretary

CERTIFICATE OF INCUMBENCY
FOR
TERMINIX INTERNATIONAL, INC.
PAGE 2

Name

Cora Jones

Signature

Cora Jones

Title

Assistant Secretary

IN WITNESS WHEREOF, I have hereunto set my hand and affixed the seal of
the Corporation this 3rd day of December 1986.

TERMINIX INTERNATIONAL, INC.

BY

Charlotte Darling
Charlotte Darling
Assistant Secretary